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WHEN RECORDED MAIL TO:

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THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, (this "**Agreement**") is entered into as of the ____ day of _____, 2006 by and between the CITY OF MILPITAS, a municipal corporation in the State of California (the "**City**"), VERITAS OPERATING CORPORATION, a Delaware corporation ("**Veritas**") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, formerly known as and successor to FIRST SECURITY BANK NATIONAL ASSOCIATION, a national banking association, not individually but solely as the Owner Trustee under the VS Trust 2000-2 ("**Owner Trustee**"). The City, Veritas and Owner Trustee are collectively referred to herein as the "**Parties**".

RECITALS:

A. On March 21, 2000, the City Council of the City of Milpitas adopted Ordinance 38.755 approving a development agreement (the "**Development Agreement**") pursuant to Government Code § 65864, et seq., by and between the City and Muriel M. Harris and Joseph A. McCarthy, each as trustees of the MGM Revocable Trust, dated December 14, 1982, as amended, and of the RIM Revocable Trust, dated February 12, 1982, as amended ("**McCarthy**"). The Development Agreement vested certain development rights in certain property commonly referred to as the McCarthy Ranch Property (the "**Property**") including, but not limited to, the right to development of the Property pursuant to the adopted General Plan and zoning designations, and in conformance with the McCarthy Ranch Design Guidelines and Development Standards dated March 7, 2000 (the "**Design Guidelines**"), as said rights are more specifically described in the Development Agreement. The Development Agreement, General Plan designation, zoning designation, and Design Guidelines are collectively referred to as the "**Project Approvals**".

B. McCarthy and Veritas entered into that certain Agreement of Purchase and Sale (the "**McCarthy Sale Agreement**") dated April 19, 2000 whereby McCarthy sold to Veritas approximately 65 acres of the Property which is described on Exhibit A attached hereto, and incorporated herein by this reference (the "**Veritas Parcel**").

C. On July 6, 2000, the City, McCarthy, and Veritas entered into that certain Partial Assignment and Assumption Agreement, and Certificate of Partial Satisfaction (the "**McCarthy Assignment**"), whereby McCarthy assigned to Veritas all of its rights in the Development Agreement relating to the vesting of the Project Approvals as applicable to the Veritas Parcel (the "**Veritas Development Agreement Obligations**"). The City consented to the McCarthy Assignment.

D. Owner Trustee and Veritas Software Global Corporation ("**VSG**") an affiliate of Veritas, have entered into that certain Participation Agreement dated July 28, 2000, whereby VSG is authorized to obtain any and all necessary permits, licenses, consents, approvals, entitlements and other authorizations from all governmental authorities in connection with the development and construction of the Veritas Parcel.

E. On August 15, 2000, Veritas assigned the Veritas Development Agreement Obligations to Owner Trustee (the "**Trustee Assignment**") and City and Owner Trustee released Veritas from responsibility for all Veritas Development Agreement Obligations that were assigned by Veritas thereunder.

F. With this Agreement, Owner Trustee desires to assign the Veritas Development Agreement Obligations back to Veritas (the "**Veritas Assignment**") and City and Veritas desire to release Owner Trustee from responsibility for all Veritas Development Agreement Obligations assigned by Owner Trustee hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants in this Agreement, the Parties agree as follows:

1. Assignment. As allowed under Section 19 of the Development Agreement, on the Effective Date, as defined below, Owner Trustee agrees to assign to Veritas all of the Veritas Development Agreement Obligations. The vested rights assignment hereunder shall continue in effect for the remaining term of the Development Agreement (i.e., until April 20, 2015).

2. City's Consent to Assignment. In accordance with Section 19 of the Development Agreement, City agrees to the Veritas Assignment to be made pursuant to this Agreement.

3. Obligations Assumed by Veritas. As provided under Section 1.2 and Section 19 of the Development Agreement, which allow for the allocation of Development Agreement obligations in conjunction with the Veritas Assignment, on the Effective Date of the Assignment, Veritas shall assume all of Owner Trustee's obligations (as owner and developer of the Veritas Parcel) pursuant to the Development Agreement as of the effective date of this Assignment.

4. Limitation on Veritas' Assumed Obligations. Except as set forth in Section 3 above, Veritas shall have no obligation under the Project Approvals and the Development Agreement for any dedications, exactions, fees, assessments, taxes, charges, or other costs related to development of the Veritas Parcel, except for the normal

and reasonable uniformly applicable fees charged to recover the administrative costs of processing its permit applications.

5. Nonliability; Veritas. Owner Trustee shall not be liable for and shall be released from any of the Development Agreement obligations assumed by Veritas pursuant to this Agreement but only to the extent said obligations have been assumed by Veritas.

6. Certificate of Partial Satisfaction. In accordance with Section 15 of the Development Agreement, City states that, as of the date of this Agreement:

- a. The Development Agreement is in full force and effect.
- b. There are no defaults affecting the Development Agreement.
- c. The Development Agreement, and any rights and obligations thereunder, have not been assigned or assumed except as provided in this Agreement.

7. Effective Date of Assignment. The Assignment shall be effective upon the date written first above (the “**Effective Date**”).

8. Binding Effect. Pursuant to Section 20 of the Development Agreement, this Agreement, and all the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties and their respective assigns, heirs or other successors in interest.

9. Further Assignment. Veritas (after receiving the Veritas Assignment), and their respective successors and assigns, shall each be entitled to assign their respective rights and obligations, subject only to City’s consent, which consent shall not be unreasonably withheld, and to other applicable provisions affecting such Assignment as set forth in Section 19 of the Development Agreement.

10. Recordation. After its execution by the Parties, this Agreement shall be recorded with the Santa Clara County Recorder.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties to be effective the day and year first written above.

CITY OF MILPITAS, a municipal corporation of the State of California

By: _____
Title: _____

Approved as to Form:

City Attorney

VERITAS OPERATING CORPORATION, a Delaware corporation

By: _____
Title: _____

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national association, formerly known as and successor to **FIRST SECURITY BANK NATIONAL ASSOCIATION**, a national banking association, not individually but solely as the Owner Trustee under the VS Trust 2000-2

By: _____
Title: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2006 before me _____, Notary
Public, personally appeared _____, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

(Seal)

EXHIBIT A

All that certain Real Property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

All of Parcel One, as shown upon that certain Map entitled, "Parcel Map being a subdivision of a portion of Parcel One of that certain Parcel Map recorded in Book 648 of Maps at pages 41-43 and a resubdivision of Parcels One thru Three of Parcel Map in Book 698 of Maps at pages 15-17 Santa Clara County Records", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on July 28, 2000 in Book 730 of Maps, at pages 13-16.